

A CALIFORNIA DISTINGUISHED SCHOOL

**REGULAR MEETING AGENDA
BOARD OF TRUSTEES
Tuesday, July 19, 2011
5:00 PM Closed Session
6:00 PM Open Session
Mercer Hall**

I. PRELIMINARY

- A. Call to order
- B. Roll call

II. CLOSED SESSION 5:00 PM

- A. Conference With Information From Labor Negotiator: Dr. Pamela Magee, Principal, James Young, Middleton, Young & Minney
Employee organization: UTLA
- B. Conference With Information From Labor Negotiator: Dr. Pamela Magee, Principal, James Young, Middleton, Young & Minney
Employee organization: PESPU

III. OPEN SESSION 6:00 PM

- A. Introduction of Dr. Pamela Magee as Principal and Chief Administrative Officer

IV. APPROVAL OF MINUTES

- May 17, 2011 Regular Board Meeting- amended
- June 21, 2011 Regular Board Meeting
- June 28, 2011 Special Board Meeting

V. PUBLIC COMMENT:

Non-agenda items: No individual presentation shall be for more than two (2) minutes and the total time for this purpose shall not exceed sixteen (16) minutes. Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation. Speakers may choose to speak during the public comment segment and/or at the time an agenda item is presented.

VI. ORGANIZATIONAL REPORTS:

- A. Principal & Chief Administration Officer's report- Dr. Pamela Magee
- B. Chief Business Officer's report- Greg Wood
- C. Human Resources report- Jennifer Eustice
- D. Classified report- Eleanor Rozell
- E. Students' report- Eeman Khorramian
- F. Faculty report- James Paleno, Wendy Hagan, Chris Lee
- G. Budget and Finance Committee report- Rob King
- H. Policy Committee report- Julia O'Grady
- I. Educational Programs Committee report- Simon Santana
- J. Communications Committee report- Monica Iannessa
- K. Operations, Facilities and Technology Committee report- A. King & C. Herrmann
- L. Parent Liaison report- Julia O'Grady

VII. PRESENTATION ITEMS

- A. Special Education Local Program Administration (SELPA)- Mary Bush
- B. ARRA Summit for L.A. Charter Schools- Mary Bush
- C. Annual Report on Employment- Jennifer Eustice
 - turnover
 - change of status
 - open positions
- D. Non-Certificated Administrative/Manager Salary Schedule

VIII. ACTION ITEMS

- A. Special Education Local Program Administration (SELPA) for 2011-2012 School Year
- B. Add Dr. Pam Magee to Bank Signature Card and Remove Michael A. Smith
- C. Organizational Structure- Title and Responsibilities of "Chief Operating Officer"

- D. Approval of Non-Certificated Administrative/Manager Salary Schedule
- E. Approval of Updated Communications Committee Bylaws
- F. Administrative/Manager Contract Template Terms
- G. Amend PCHS Bylaws Regarding Automatic Board Member Removal Upon Absence at Three Consecutive Board Meetings

IX. DISCUSSION ITEMS

- A. PCHS Financial Statement Review
 - preliminary 2010-2011 income statement, balance sheet, cash flow
 - projected 2011-2012 income statement, balance sheet, cash flow
- B. Review of Signed Consolidated Application- Part 1
- C. Bingo Financials
- D. Student Transportation for the 2011-2012 School Year
- E. Board Retreat
- F. Public Hearing: The PESPU Initial Proposal for Bargaining a Collective Bargaining Agreement with PCHS
- G. Public Hearing: The PCHS Initial Proposal for Bargaining A Collective Bargaining Agreement with PESPU

X. OUTSTANDING BUSINESS

XI. NEW BUSINESS

Board chair to announce items for closed session.

XII. CLOSED SESSION

- A. Employment Contract:
Title: Chief Business Officer
- B. Employment Contract:
Title: Finance Manager
- C. Employment Contract:
Title: Director of Human Resources

D. Employment Contract:

Title: Director of Student Admissions, Attendance and Student Welfare

E. Employment Contract:

Title: Director of Student Activities, Athletics and Discipline

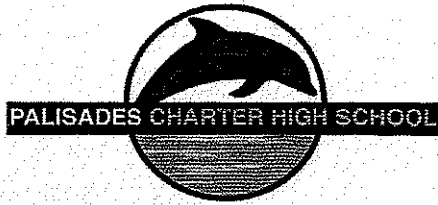
F. Employment Contract:

Title: Director of Student Support Services

OPEN SESSION

Board Chair will report publicly on any closed session action items for which a vote occurred.

XIII. ADJOURNMENT



A CALIFORNIA DISTINGUISHED SCHOOL

**REGULAR MEETING MINUTES
BOARD OF TRUSTEES
Tuesday, June 21, 2011
5:00 PM – Closed Session
6:00 PM – Open Session
Mercer Hall**

I. PRELIMINARY

A. Call to order 5:10 PM

B. Roll call

Board Members Present

James Paleno

Stephanie Inyama

Jason Cutler

Naomi Norwood

Susan Frank

Lisa Kaas Boyle

Allison Holdorff Polhill

Eleanor Rozell

Chris Lee

Monica Iannessa

Wendy Hagan

Board Members Absent

None

Non-Voting Board Member Present:

Eeman Khorramian - Student

Officers/Senior Staff Present:

Michael A. Smith Marcia Haskin Greg Wood

Board chair to announce items for closed session.

II. CLOSED SESSION 5:10 PM

Public Employee Performance Evaluation

Title: Security Supervisor

Public Employee Performance Evaluation

Title: College Advisor

Public Employee Performance Evaluation
Title: College Advisor

Public Employee Performance Evaluation
Title: College Advisor

Public Employee Performance Evaluation
Title: Aquatics Director

Public Employee Performance Evaluation
Title: Finance/ASB Manager

Public Employee Performance Evaluation
Title: Executive Administrative Assistant

- A. Conference With Information From Labor Negotiator: Michael A. Smith, Interim Executive Director
Employee organization: PESPU, UTLA

Closed session ended at 6:20 PM

III. OPEN SESSION 6:30 PM

IV. APPROVAL OF MINUTES

May 17, 2011 Regular Board Meeting

Allison Holdorff Polhill moved to approve the May 17, 2011 Board Meeting Minutes as amended. Stephanie Inyama seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 11 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank, Lisa Kaas Boyle)

No – 0

Abstain – 0

May 22, 2011 Special Board Meeting

Jason Cutler moved to approve the May 22, 2011 Board Meeting Minutes as written. Allison Holdorff Polhill seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 11 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank, Lisa Kaas Boyle)

No – 0

Abstain – 0

May 24, 2011 Special Board Meeting

Allison Holdorff Polhill moved to approve the May 24, 2011 Board Meeting Minutes as amended. Stephanie Inyama seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 7 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Susan Frank)

No – 0

Abstain – 4 (Lisa Kaas Boyle, Monica Iannessa, Eleanor Rozell, Wendy Hagan)

May 25, 2011 Special Board Meeting

Jason Cutler moved to approve the May 25, 2011 Board Meeting Minutes as written. Lisa Kaas-Boyle seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 11 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank, Lisa Kaas Boyle)

No – 0

Abstain – 0

June 2, 2011 Special Board Meeting

Monica Iannessa moved to approve the June 2, 2011 Board Meeting Minutes as written. Stephanie Inyama seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 11 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank, Lisa Kaas Boyle)

No – 0

Abstain – 0

June 7, 2011 Special Board Meeting

Chris Lee moved to approve the June 7, 2011 Board Meeting Minutes as written. Wendy Hagan seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 11 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank, Lisa Kaas Boyle)

No – 0

Abstain – 0

June 8, 2011 Special Board Meeting

Jason Cutler moved to approve the June 8, 2011 Board Meeting Minutes as written. Monica Iannessa seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 11 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank, Lisa Kaas Boyle)

No – 0

Abstain – 0

June 14, 2011 Special Board Meeting

Jason Cutler moved to approve the June 14, 2011 Board Meeting Minutes as amended. Allison Holdorff Polhill seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 10 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank)

No – 0

Abstain – 1 (Lisa Kaas Boyle)

V. PUBLIC COMMENT:

Non-agenda items: No individual presentation shall be for more than two (2) minutes and the total time for this purpose shall not exceed sixteen (16) minutes. Board members will not respond to presentations and no action can be taken. However, the

Board may give direction to staff following a presentation. Speakers may choose to speak during the public comment segment and/or at the time an agenda item is presented.

Jill Barker, counselor, commented that Ann Davenport has provided stability throughout many administrative changes and that her presence would maximize the new principal's effectiveness.

Adelina Aleman, counselor, discussed how Ann Davenport has specialized training and recommended the renewal of her contract.

Elva Monreal, counselor, said that Ann Davenport holds the school together and urged the Board to renew her contract.

Eeman Khorramian, student, expressed that the Leadership Class supported Ann Davenport's contract renewal.

Nancy Fracchiola, parent, thanked the Board for all of its hard work, including making the tough decisions. She also asked the Board to focus on putting students first.

Andrea Canty, parent, spoke about grading policy and comments on report cards and asked the Board to review, or establish a school wide grading policy.

Roger Soffer, parent, discussed field time for sports teams and suggested that the teams might be able to match the lost permit revenue.

Andrea King, librarian, discussed the Classified Reduction In Force (RIF) notices and how detrimental the loss of Sherri Martin would be to the library and textbook room.

Ruth Mills, teacher, spoke in support of the renewal of Jennifer Avant-Eustice's contract.

Mary Red Clay, teacher, spoke in support of Ann Davenport and Sherri Martin.

Claudia Harrington, parent, thanked the Board for its focus and hard work and for putting students first.

Claire Haas, community member, thanked the Board for selecting a great leader, and asked the Board to begin to use performance measures and a comprehensive teacher evaluation for compensation.

Lisa Saxon, teacher, asked the Board to focus on the budget with fairness in mind.

VI. ORGANIZATIONAL REPORTS: (see meeting materials)

A. Executive Director's report- Michael A. Smith

Michael Smith said that the Tumbleweed contract has not been finalized. Regarding Bingo, the attendance has been poor. He noted that traveling parents earn a credit of \$20 per hour for their work time. There will be an advertisement in the trade paper. Mr. Smith said that in July we will know if the Bingo fundraiser will be viable. 150 Bingo players are required to cover costs.

B. Principal's report- Marcia Haskin

Marcia Haskin noted the CASHEE data in her report and said that the math pass rate of 94% is the highest in PCHS's history and said that she felt comfortable that Annual Yearly Progress (AYP) will also rise. Ms. Haskin thanked the math department for their efforts. She also thanked the Board for her time at PCHS.

C. Chief Business Officer's report- Greg Wood

Greg Wood said that PCHS would receive an additional \$136,000 in Federal funding. He also noted a LAUSD site visit the prior week.

D. Human Resources report- Jennifer Eustice

Jennifer Eustice said that the community service position is being reviewed.

E. Classified report- Eleanor Rozell

There was no report.

F. Students' report- Eeman Khorramian

Eeman Khorramian spoke about student events, including a float at the July 4th parade and graduation.

G. Faculty report- James Paleno, Wendy Hagan, Chris Lee

Faculty members noted a letter in support of PCHS students.

H. Budget and Finance Committee report- Rob King

There was no report.

I. Policy Committee report- Julia O'Grady

There was no report.

J. Educational Programs Committee report- Simon Santana

There was no report.

K. Communications Committee report- Monica Iannessa

Discussed expanding the committee membership to 15 members. If Board approval of updated committee Bylaws is necessary, the item will appear on the July Agenda.

L. Operations, Facilities and Technology Committee report- A. King & C. Herrmann

Andrea King spoke about the priorities for the \$250,000 LAUSD face lift project.

M. Parent Liaison report- Julia O'Grady

There were no questions regarding the parent liaison report.

VII. PRESENTATION ITEMS

A. Special Education Local Program Administration (SELPA)- Mary Bush

This item was tabled until the July 19th Board meeting.

B. ARRA Summit for L.A. Charter Schools- Mary Bush

This item was tabled until the July 19th Board meeting.

C. Report on School Wide Critical Projects for the 2011-2012 School Year- Michael Smith & Marcia Haskin

Michael Smith and Marcia Haskin discussed their hand-outs and highlighted WASC and the Peer Assistance Liaison Program (PAL). Wendy Hagan is the WASC coordinator and Monica Iannessa is the administrator in charge. It was also noted that the Village Nation program was expanded to include Latino students.

D. Report on School Wide Critical Functions and the List of Personnel Trained in Each - Michael Smith & Marcia Haskin

Michael Smith and Marcia Haskin reviewed their hand-outs. Michael Smith noted that all of the necessary paperwork for the \$250,000 LAUSD facilities face-lift has been submitted.

E. Annual Report on Employment- Jennifer Eustice

This agenda item was tabled until the July 19th Board Meeting.

VIII. ACTION ITEMS

A. Board Approval/Ratification of Employment Contract with Dr. Pamela Magee For Position of Principal & Chief Administrative Officer

Lisa Kaas Boyle moved to approve the Employment Contract with Dr. Pamela Magee for the position of Principal and Chief Administrative Officer. Allison Holdorff Polhill seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 11 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank, Lisa Kaas Boyle)

No – 0

Abstain – 0

B. Special Education Local Program Administration (SELPA) for 2011-2012 School Year

This agenda item was tabled until the July Board meeting.

C. Board Decision to Rescind Selected Classified Reductions in Force Per Resolution #2010-2011-002

The original resolution was for 4.5 FTE. This motion is for 3.5 FTE (excludes the cafeteria worker). Retired, non-represented employees will have their jobs restored as well.

Allison Holdorff Polhill moved to rescind the selected classified reductions in force per Resolution #2010-2011-002. Jason Cutler seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 11 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank, Lisa Kaas Boyle)

No – 0

Abstain – 0

D. Board Approval of Resolution #2010-2011-003 Authorizing a Reduction or Elimination of Certain Classified Services

The cafeteria employees will be offered employment with Sodexo.

Jason Cutler moved to approve Resolution #2010-2011-003 authorizing a reduction or elimination of certain classified services. Naomi Norwood seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 10 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Wendy Hagan, Susan Frank, Lisa Kaas Boyle)

No – 0

Abstain – 1 (Eleanor Rozell)

E. PCHS 2011-2012 Budget

Naomi Norwood moved to approve the revised budget as recommended by the administration. Lisa Kaas Boyle seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 7 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, Monica Iannessa, Jason Cutler, Susan Frank, Lisa Kaas Boyle)

No – 1 (James Paleno)

Abstain – 3 (Eleanor Rozell, Wendy Hagan, Chris Lee)

F. Consolidated Application- Part 1, Delegate Signing to Interim Executive Director

Monica Iannessa moved to delegate to the Interim Executive Director the signing of the 2011-2012 Consolidated Application- Part 1 and to be presented to the Board in July. Chris Lee seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 11 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, Monica Iannessa, Jason Cutler, Susan Frank, Lisa Kaas Boyle, James Paleno, Eleanor Rozell, Wendy Hagan, Chris Lee)

No – 0

Abstain – 0

G. Administrative/Manager Salary Schedule

There was a discussion regarding the number of work days and the perceived fairness needed in an administrative salary schedule. This topic will be addressed at a Special Board Meeting on Tuesday, July 28th.

H. Student Transportation

This agenda item was not discussed.

IX. DISCUSSION ITEMS

A. WASC Update

This agenda item was not discussed.

B. Board Training

Board training is expected this summer and the setting of dates will occur shortly.

C. Board Self- Review

This agenda item was not discussed.

X. OUTSTANDING BUSINESS

XI. NEW BUSINESS

Board chair to announce items for closed session.

Open session ended at 9:40 PM

XII. CLOSED SESSION 10:10 PM

A. Public Employment

Title: Director of Academic Planning and Guidance Services

Public Employment

Title: Human Resources Director

Public Employment

Title: Security Supervisor

Public Employment

Title: College Advisor

Public Employment

Title: College Advisor

Public Employment

Title: College Advisor

Public Employment

Title: Aquatics Director

Public Employment

Title: Finance/ASB Manager

Public Employment

Title: Executive Administrative Assistant

OPEN SESSION

Board Chair will report publicly on any closed session action items for which a vote occurred.

With respect to the Director of Academic Planning and Guidance Services, the Board issued the following statement.

On May 17, 2011 after a thorough discussion in closed session, when it became apparent that a majority of the Board was not going to renew the contract of the

Director of Academic Planning and Guidance Services, a Trustee was authorized to convey that fact to Mrs. Davenport as a courtesy, thereby permitting her to resign at the end of her current contract. On May 23, 2011, the authorized Trustee conveyed that information to Mrs. Davenport. On June 21, 2011, after another lengthy discussion addressing all concerns, including a plan for the fall schedule, the Board's opinion concerning renewal remained unchanged.

Monica Iannessa moved to offer the Human Resources Director a contract of continued employment under terms to be finalized after consultation with the incoming Principal and Chief Administrative Officer. Chris Lee seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 9 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Susan Frank, Lisa Kaas Boyle, Wendy Hagan)

No – 1 (Jason Cutler)

Abstain – 1 (Eleanor Rozell)

Allison Holdorff Polhill moved to accept the recommendations of the Executive Director and approve 1 year contracts for the Security Supervisor, 3 College Advisors, Aquatics Director, Finance/ASB Manager, and Executive Administrative Assistant. Lisa Kaas Boyle seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 7 (Allison Holdorff Polhill, Stephanie Inyama, James Paleno, Monica Iannessa, Susan Frank, Lisa Kaas Boyle, Jason Cutler)

No – 0

Abstain – 4 (Eleanor Rozell, Naomi Norwood, Wendy Hagan, Chris Lee)

XIII. ADJOURNMENT 1:10 AM

Draft

**CONTRACT FOR EMPLOYMENT OF
PRINCIPAL & CHIEF ADMINISTRATIVE OFFICER
BETWEEN
PALISADES CHARTER HIGH SCHOOL
AND
DR. PAMELA A. MAGEE**

This Contract is hereby made and entered into as of June 12, 2011, by and between the BOARD OF TRUSTEES ("Board") of the PALISADES CHARTER HIGH SCHOOL ("PCHS") and DR. PAMELA A. MAGEE ("Principal & CAO" or "Dr. Magee").

NOW, THEREFORE, it is hereby agreed as follows:

1. **Principal and Chief Administrative Officer**

Dr. Magee is hereby employed as PCHS's Principal and Chief Administrative Officer, reporting directly to the Board. Until the Charter is amended to reflect Dr. Magee's new title, she shall exercise the authority vested by the Charter in the Executive Director and the Principal.

2. **Term of Employment**

Subject to Section 9, below, the term of this Contract shall be for a period of four (4) years, commencing July 1, 2011, through June 30, 2015. The contract may, at the Board's discretion, be extended for an additional year upon the Principal & CAO's receiving a satisfactory performance evaluation by the Board.

3. **General Terms and Conditions of Employment**

This Contract is subject to all applicable laws, rules, and regulations of the State of California, the California State Board of Education, the Los Angeles Unified School District, and PCHS's Charter. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this Contract as though herein set forth.

4. **Powers and Duties**

The Principal & CAO shall perform all of her powers and duties in accordance with applicable laws, rules, and regulations, the policies adopted by the Board (including the Governance Policies), and the published position description for the Principal and Chief Administrative Officer. All powers and duties legally delegated to the Principal & CAO are to be executed in accordance with the policies adopted by the Board. Acts that require ratification by the Board shall be referred to the Board at the earliest opportunity.

The Principal & CAO's duties and functions shall include those specified in Appendix A, attached hereto and incorporated herein.

The Principal & CAO is exempt from state and federal overtime law.

5. **Evaluation**

In communication with the Board, PCHS personnel, and the community, the Principal & CAO shall facilitate the development of annual institutional goals for Board approval. This process shall take place before the beginning of each school year.

The Board shall formally evaluate and assess in writing the performance of the Principal & CAO at least once a year. The annual evaluation shall be in writing and shall be completed by July 30, 2012, and, thereafter, by July 30 of each subsequent year, for the immediately preceding school year, unless another date is agreed upon by the Board and the Principal & CAO. The Board shall establish a special meeting to discuss the evaluation with the Principal & CAO. The Principal & CAO's evaluation shall be based upon the duties outlined in this Contract, including Board-adopted priority tasks, and PCHS's attainment of its annual institutional goals and any other goals and objectives established by the Board in consultation with the Principal & CAO.

6. **Compensation/Salary**

- A. Effective July 1, 2011, the annual base salary of the Principal & CAO shall be One Hundred and Sixty Thousand Dollars (\$160,000), subject to all regular withholdings, and paid in twelve (12) equal monthly installments.

Effective July 1, 2012, and on each subsequent July 1 through 2016, the Principal & CAO shall receive a five percent (5%) salary adjustment, contingent on receiving a satisfactory evaluation from the Board for the immediately preceding school year, which raise shall be withheld and paid retroactively following the conclusion of the evaluation. The Board reserves the right to further adjust salary or benefits for any period of this Contract.

Except as herein provided, any adjustment in salary during the term of this Contract shall be in the form of an amendment and shall not operate as a termination of this Contract. It is further provided that, with respect to any adjustment in salary, it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended.

- B. The Principal & CAO shall receive a doctoral stipend in the amount of One Thousand Five Hundred Dollars (\$1,500) per annum.

7. **Professional Schedule and Vacation and Fringe Benefits**

- A. The Principal & CAO shall be required to render twelve (12) months full and regular service to PCHS, during each annual period covered by this contract or a portion thereof, provided, however, that the Principal & CAO shall be entitled to twenty-four (24) days of annual vacation with pay, exclusive of Board approved school holidays for management employees of PCHS, resulting in 224 work days.

At the end of each school year, the Principal & CAO may "cash out" no more than ten (10) days of earned and unused vacation at the salary rate effective during the school year in which the vacation credit was earned.

Earned and unused vacation shall be carried over from year to year. In no event, however, shall the Principal & CAO accrue any vacation days in excess of thirty-six (36). Upon separation from PCHS, the Principal & CAO shall be compensated for any earned and unused vacation at the salary rate effective during the school year in which the vacation credit was earned.

The Board encourages the use of vacation time for its intended purpose of providing rest or recreation to the Principal & CAO and reserves the right to insist that the Principal & CAO take such vacation in the event of excessive accumulation.

- B. The Principal & CAO shall be provided with one (1) day per month sick leave, credited in advance for her current year's sick leave entitlement upon initial employment with PCHS. Earned sick leave may be accrued and accumulated in accordance with STRS rules and will not be paid out upon termination.
- C. The Principal & CAO shall be provided all fringe benefits that are provided to PCHS certificated management personnel.

8. **Professional Development**

- A. Professional Activities. The Board encourages the Principal & CAO to participate in professional organizations and activities. PCHS shall pay the Principal & CAO's membership dues in ACSA (Association of California School Administrators) and other relevant local, state, or national organizations, as approved by the Board.
- B. Professional Meetings. The Principal & CAO may attend professional meetings at the local, county, state, and national levels, and all actual and necessary expenses of attendance shall be paid by PCHS, subject to prior Board approval of any such expense in excess of One Thousand Dollars (\$1,000).
- C. Outside Professional Activities. The Principal & CAO may engage in outside professional activities, such as consulting, speaking, and writing, providing such activities do not interfere with the Principal & CAO's performance of her duties, and subject to prior Board approval.

9. **Termination of Contract**

This Contract may be terminated in the following ways:

- A. **Termination by Mutual Consent.** The Board and Principal & CAO may, by mutual agreement expressed in writing, terminate this Contract at any time.

- B. Termination by the Board. The Board unilaterally and without cause or advance notice may terminate this Contract and the Principal & CAO's employment. In consideration for the Board's right to terminate this Contract without cause, the Board shall pay the Principal & CAO a sum equivalent to the lesser of twelve (12) month's salary and health benefit premiums or the amounts due during the remainder of the Contract.
- C. Termination for Cause. This Contract and the Principal & CAO's employment may be terminated by the Board at any time for cause, upon breach of this Contract. The Board shall not terminate this Contract under this section until a written statement of the grounds for termination has first been served upon the Principal & CAO. In lieu of any other hearing, the Principal & CAO shall then be entitled to a conference with the Board within ten (10) work days, at which time the Principal & CAO shall be given a reasonable opportunity to address the Board's concerns. The Principal & CAO shall have the right, at her own expense, to have a representative of her choice at the conference with the Board.
- D. Non-Renewal of Contract. Notwithstanding any other provision of this Contract or the policies and regulations of the Board, the Board may elect, without cause, not to renew this Contract and/or not to re-employ the Principal & CAO upon expiration of this Contract. In such an event, the Board shall provide the Principal & CAO with forty-five (45) days written notice in advance of the expiration of her term of employment. If such a written notice is not provided, the Principal & CAO is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Contract.
- E. Death or Incapacitation. Death or legal incapacitation shall terminate this Contract. In the event the Principal & CAO becomes incapacitated such that, in the Board's judgment, the Principal & CAO can no longer perform the essential functions of her job, with or without reasonable accommodation, the Board may terminate this Contract.
- F. Revocation/Nonrenewal. In the event the PCHS Charter is revoked or not renewed, this Contract and any obligations thereunder shall terminate immediately upon the effective date of the revocation or nonrenewal of the Charter, and without the need for the processes outlined in Sections B or C, above.

10. Entire Agreement

This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise related to the subject matter of this Contract, but not contained in this Contract, shall be valid or binding.

11. **Waiver**

Either party to this Contract may specifically and expressly waive, in writing, compliance by the other party with any term, condition, or requirement set forth in this Contract. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from silence or from the failure of any party to act, except as otherwise specified in this Contract.

12. **Jurisdiction**

The parties hereby understand and agree that this Contract, and the Appendix hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.

13. **Amendments**

No addition to, or modification of, any provision contained in this Contract shall be effective unless fully set forth in writing and signed by the authorized representatives of both parties.

14. **Interpretation and Opportunity to Counsel**

The parties hereto acknowledge and agree that each has been given an opportunity to review this Contract with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein, and any ambiguity shall not be construed against either party.

15. **Severability**

If any term, provision, condition, or covenant of the Contract shall, to any extent, be held invalid or unenforceable, the remainder of the Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent provided by law.

16. **Execution of Counterparts**


This Contract may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

17. Signatures

In witness therein, we affix our signatures to this Contract with the full and complete understanding of the relationship between the parties hereto.

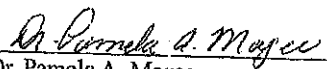
The Board of Trustees of and on Behalf of PCHS

Dated: 6/15/11

By: 
James W. Paleno

Chair, Board of Trustees

Dated: 6/15/11


Dr. Pamela A. Magee,
Principal and Chief Administrative Officer

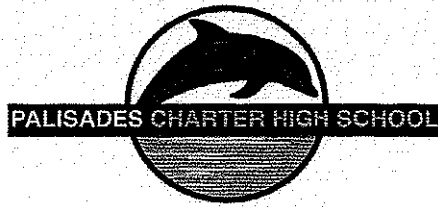
*This Employment Agreement is subject to ratification and approval
by the PCHS Board of Trustees.*

APPENDIX A

- A. Serve as the Chief Executive Officer of the Palisades Charter High School. The Principal & CAO shall be delegated all powers and duties necessary to the efficient management and administration of PCHS, to the full extent permitted by law and the Charter. To the extent it is not inconsistent with the Charter, the Principal & CAO shall have the authority to organize and arrange the administrative and supervisory staff, including instruction, business, and operational affairs, so as to best serve the mission of PCHS. Organization of personnel, and employment of new personnel, shall be recommended by the Principal & CAO and subject to approval by the Board.
- B. Work with the Board and all PCHS stakeholders, including PCHS personnel, students, parents, and the public, to develop short- and long-range institutional goals with clear criteria for determining effective achievement and evaluating outcomes.
- C. Provide educational leadership to ensure quality teaching and learning.
- D. Provide leadership, guidelines, and directions to ensure implementation of policies related to curriculum, instruction, pupil personnel services, personnel, budget, and business affairs.
- E. Report at least annually to the Board information regarding student learning and an analysis of student learning, student achievement, and test scores.
- F. Review all policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion, or modification.
- G. Evaluate employees directly accountable to the Principal & CAO and oversee the evaluation of other employees in conformance with applicable law, the Charter, and Board policy.
- H. Provide leadership and direction in planning and financing school facilities to meet program, demographic, and enrollment needs.
- I. Advise the Board and make recommendations regarding possible sources of funds that may be available to implement present or contemplated PCHS programs.
- J. Endeavor to maintain and improve her professional competency by all available means, including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.
- K. Establish and maintain an effective community relations program including effective relationships with the media.
- L. Communicate openly, systematically, and in a timely manner with the Board, PCHS personnel, and the community, and promptly inform the Board of significant issues or incidents.

M. Represent the interests of the Board and PCHS in day-to-day contact with parents, other citizens, community entities, and governmental agencies.

N. Perform other duties and functions as assigned or required by the Board.



A CALIFORNIA DISTINGUISHED SCHOOL

**SPECIAL MEETING MINUTES
BOARD OF TRUSTEES
Tuesday, June 28, 2011
5:00 PM
J120**

I. PRELIMINARY

A. Call to order 5:05 PM

B. Roll call

Board Members Present

James Paleno
Stephanie Inyama
Jason Cutler
Naomi Norwood
Susan Frank
Allison Holdorff Polhill (calling in remotely)

Susan Frank
Eleanor Rozell
Chris Lee
Monica Iannessa
Wendy Hagan

Board Members Absent

Lisa Kaas Boyle

Non-Voting Board Member Absent:

Eeman Khorramian - Student

Officers/Senior Staff Present:

Michael A. Smith Marcia Haskin Greg Wood

II. PUBLIC COMMENT:

Non-agenda items: No individual presentation shall be for more than two (2) minutes and the total time for this purpose shall not exceed sixteen (16) minutes. Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation. Speakers may choose to speak during the public comment segment and/or at the time an agenda item is presented.

There were no public comments.

III. ACTION ITEMS

A. Administrative/Manager Compensation – Salary Schedule and Contract Terms (see attachment)

Monica Iannessa presented a proposed certificated salary schedule based on Granada Hills Charter High School template which has one salary table for all Director level positions. Consistency in the “rating in” of administrators was also discussed.

The major terms of the proposal are:

- Work days: 229 days
- Vacation days: 20 days
- 7 steps
- Sick days: 12 days
- Holidays: 12 days
- Furlough days: to match UTLA
- Step schedule increase: upon positive evaluation

There was a lengthy discussion of the need for fairness across employee groups. There was a comparison of the terms of the proposal based on Granada compared to LAUSD plus 8%.

Naomi Norwood moved to accept the proposed administrative salary schedule with the following changes:

241 paid days; 229 work days per year.

Addition of steps 8 and 9.

Changes to amounts under step 6 \$119,672, step 7 \$122,672, step 8 \$125,672 and step 9 \$128,700.

Longevity increases: 1st increment \$1,500 after 5 years at highest step (9) and 2nd increment \$2,800 after an additional 5 years.

Jason Cutler seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 9 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Susan Frank, Jason Cutler, Eleanor Rozell, Wendy Hagan)

No – 0

Abstain – 1 (Monica Iannessa)

Board chair to announce items for closed session.

(Wendy Hagan, Chris Lee, Eleanor Rozell and James Paleno left the meeting)

IV. CLOSED SESSION 7:20 PM

- A. Conference With Information From Labor Negotiator: Michael A. Smith, Interim Executive Director
Employee organization: UTLA**

- B. Conference With Information From Labor Negotiator: Michael A. Smith, Interim Executive Director
Employee organization: PESPU

OPEN SESSION 8:00 PM

Board Chair will report publicly on any closed session action items for which a vote occurred.

There was no report out from closed session.

- V. **ADJOURNMENT** 8:00 PM

Draft

Palisades Charter High School
 Administrative Salary Schedule
 Effective 7/1/2011



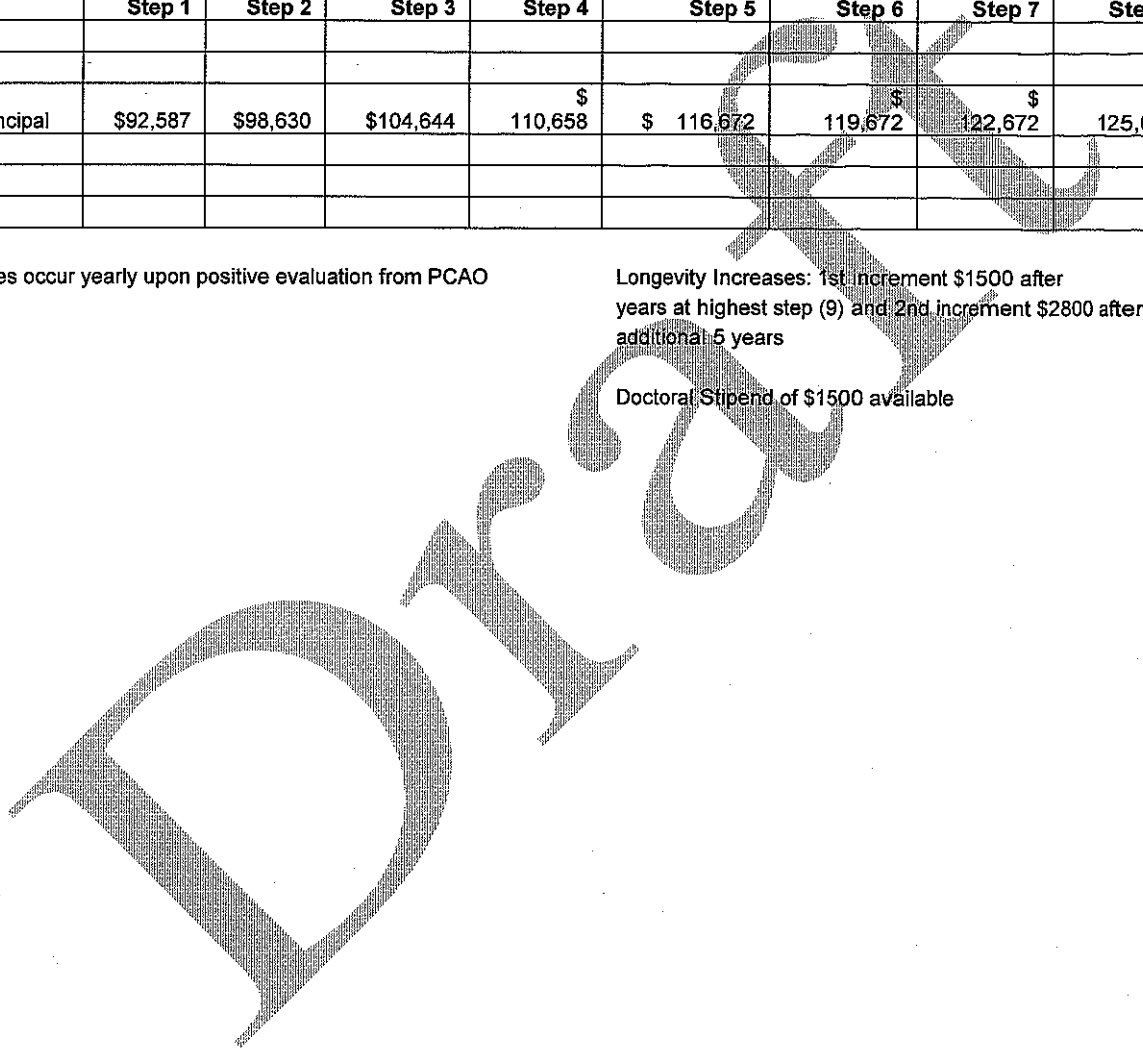
241 paid days, 229 work days
 8 hours/day
 Exempt from
 overtime

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Certificated									
Assistant Principal	\$92,587	\$98,630	\$104,644	\$110,658	\$116,672	\$119,672	\$122,672	\$125,672	\$128,700

Step Increases occur yearly upon positive evaluation from PCAO

Longevity Increases: 1st increment \$1500 after years at highest step (9) and 2nd increment \$2800 after an additional 5 years

Doctoral Stipend of \$1500 available



**PALISADES CHARTER HIGH SCHOOL
PRINCIPAL REPORT
JULY 19, 2011
BOARD OF TRUSTEES MEETING**

Updates

WASC Accreditation – PCHS will complete the six-year schoolwide self-study as required for accreditation from the Western Association of Schools and Colleges (WASC) during the 2011-2012 school year. The WASC Leadership Committee met this week to establish a timeline and protocol. The committee will be working throughout the summer to collect data and begin drafting sections of the report. Select professional days will be devoted to collaborative discussions structured around the WASC process, which will conclude with a site visit from the WASC Visiting Team in April 2012.

Master schedule development – Development of the 2011-2012 master schedule is in progress. Paul Revere Middle School Assistant Principal Brett Shibata is consulting with PCHS to develop the master schedule. PCHS department chairs are providing input to assist in the development of the grid for the new school year.

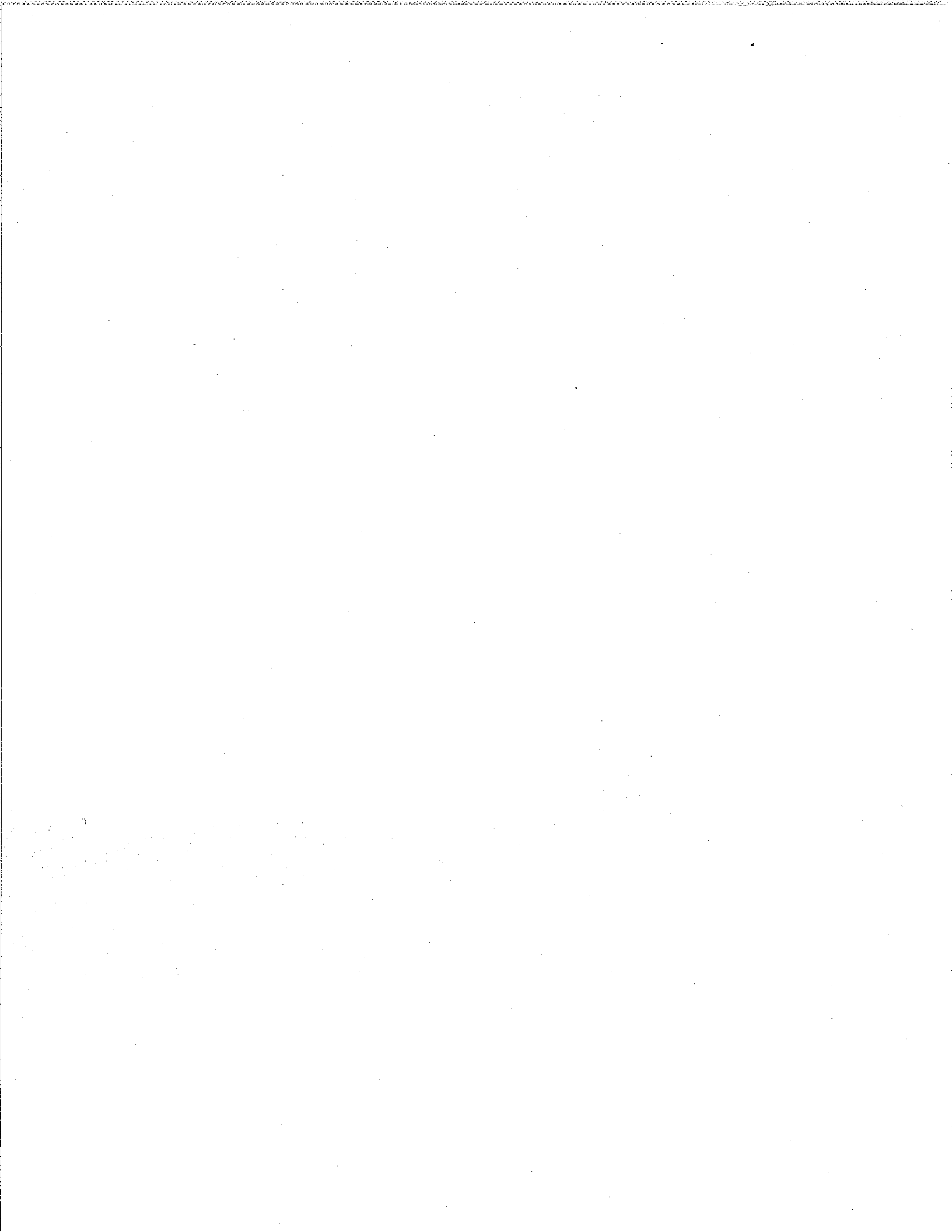
Registration – Information about the 2011-12 registration will be disseminated to parents in coming weeks via phone messages, an informational letter, and website postings. Registration forms will be posted on the school website for parents to complete and bring to registration which will be held August 22-25.

Transportation – PCHS administration is working with LAUSD to finalize an MOU, which formalizes agreements pertaining to transportation for traveling students. PCHS anticipates making a change in bus providers from Global Transportation to Tumbleweed Transportation based in Pacific Palisades pending the approval of the MOU and Board approval of the Tumbleweed Transportation contract. A committee convened to develop a plan for addressing the 2011-12 PCHS traveling student transportation needs and to brainstorm regarding possible fund raising opportunities. A parent committee will be in charge of future transportation fundraising programs. Bingo nights have been cancelled due to low turnout of players. .

Whistle Blower Policy – PCHS is exploring options for providing a confidential means for stakeholders to report concerns via an anonymous hotline. The Whistle Blower Policy is posted on the PCHS website.

Administrative/Manager Salary Schedule (Certificated and Non-certificated) – PCHS has drafted a proposed policy for determining placement on the administrative salary schedule. The purpose of this policy is to provide guidelines for the rating-in process.

Negotiations – UTLA, PCHS, and PESPU negotiating teams are working to reach a successful conclusion to negotiations.



**PALISADES CHARTER HIGH SCHOOL
CBO REPORT
July 19, 2011
BOARD OF TRUSTEES MEETING**

2010-2011 Updates

Attendance

- **ADA- At the end of Month Ten (175 days of instruction), our final annual enrollment was 2,761 (2,776 last month). Final ADA was 2,674.21 students. This amount includes 73 Temescal enrolled students. PCHS' cumulative funded P-2 ADA was 2,716.7-revised (at 95.8%). Budgeted ADA for the Year is 2,743. The Final ADA report for 2011-2012 was submitted in July to the CDE & LAUSD.**

Funding

- **2010-2011 Funding Levels per ADA- Are substantially unchanged. Updated Funding reports from the CDE are in the process of being obtained and updated.**
- **The latest 2010-2011 Budget forecast is currently being updated and will be made available at the Board meeting. Updates on funding and projections will be provided. Unbilled expense updates are still being made for LAUSD charges not billed and outstanding vendor expenses and revenue.**
- **The CBO contacted LAUSD Accounting and verified that \$176,000 in additional TIIG funding has been identified for 2010-2011 (2 Teaching positions). PCHS asked that the funding be released and asked for full details on this amount as it was given without details and appears to still be short 1 teaching position.**
- **LAUSD Charter School Division will be on campus on July 14th to conduct its' annual fiscal oversight review. Board Minutes related to Auditor approval, Tax returns, Audited Financials and other financial information as part of their oversight responsibility**

**PALISADES CHARTER HIGH SCHOOL
CBO REPORT
July 19, 2011
BOARD OF TRUSTEES MEETING**

2011-2012 Budget Updates

- **The 2011-2012 Budget was approved by the Legislature on June 30, 2011. While we have not learned of any Funding changes per ADA for 2011-2012 from the previously approved budget, funding deferrals (currently unknown) will be put back into the monthly funding to PCHS. Additionally, the 2011-2012 Budget provides for potential Mid-Year funding adjustments or reduction in the number of instructional days that may or may not be required should State Budget estimates not be realized.**
- **The 2011-2012 Consolidated Application (Part I) was submitted to the CDE as required on June 30, 2011. This form is attached for your information and review.**
- **PCHS has learned that teachers submitted 4 Grants for Technology that was approved for funding in 2011-2012. These Grants total \$10,000 in additional funding.**
- **2011-2012 Application to CDE for Continued Funding for Title III (LEP) participation was file in July 2011. As in prior year, PCHS' LEP population requires that it join a consortium to receive funding. We will participate with Granada Hills Charter High School in the coordination of the funds and expenses.**

**PALISADES CHARTER HIGH SCHOOL
SCHOOL DISTRICT**

As clerk/secretary to the governing board of the above named school district, I certify that the signatures below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures as shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections:

K-12 Districts: 35143, 42632, and 42633
Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board

These approved signatures are valid for the period of: July 1, 2011 to June 30, 2012
In accordance with governing board approval dated July 19, 2011

NOTE: Please TYPE name under signature
Column 1

Signature _____
Clerk (Secretary) of the Board
Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

Signatures of Members of the Governing Board

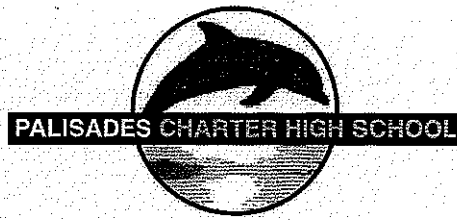
SIGNATURE
TYPED NAME
James Paleno
Chairman of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Allison Holdorff-Pohill
Vice-Chairman of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Susan Frank
Secretary of the Board of Trustees
SIGNATURE
TYPED NAME
Jason Cutler
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Stephanie Inyama
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Chris Lee
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Naomi Norwood
Member of the Board of Trustees/Education

SIGNATURE
TYPED NAME
Gregory Wood
Chief Business Officer/Chief Financial Officer
SIGNATURE
TYPED NAME
Pamela Magee
Principal/Chief Administrative Officer
SIGNATURE
TYPED NAME
Monica Iannessa
Director of Admissions and Attendance
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMENTS
N/A	2-Incl. LACOE Asst. Superintendent
NOTICES OF EMPLOYMENT	CONTRACTS





A CALIFORNIA DISTINGUISHED SCHOOL

Human Resources Report July 19, 2011

- Staffing –

- Hires

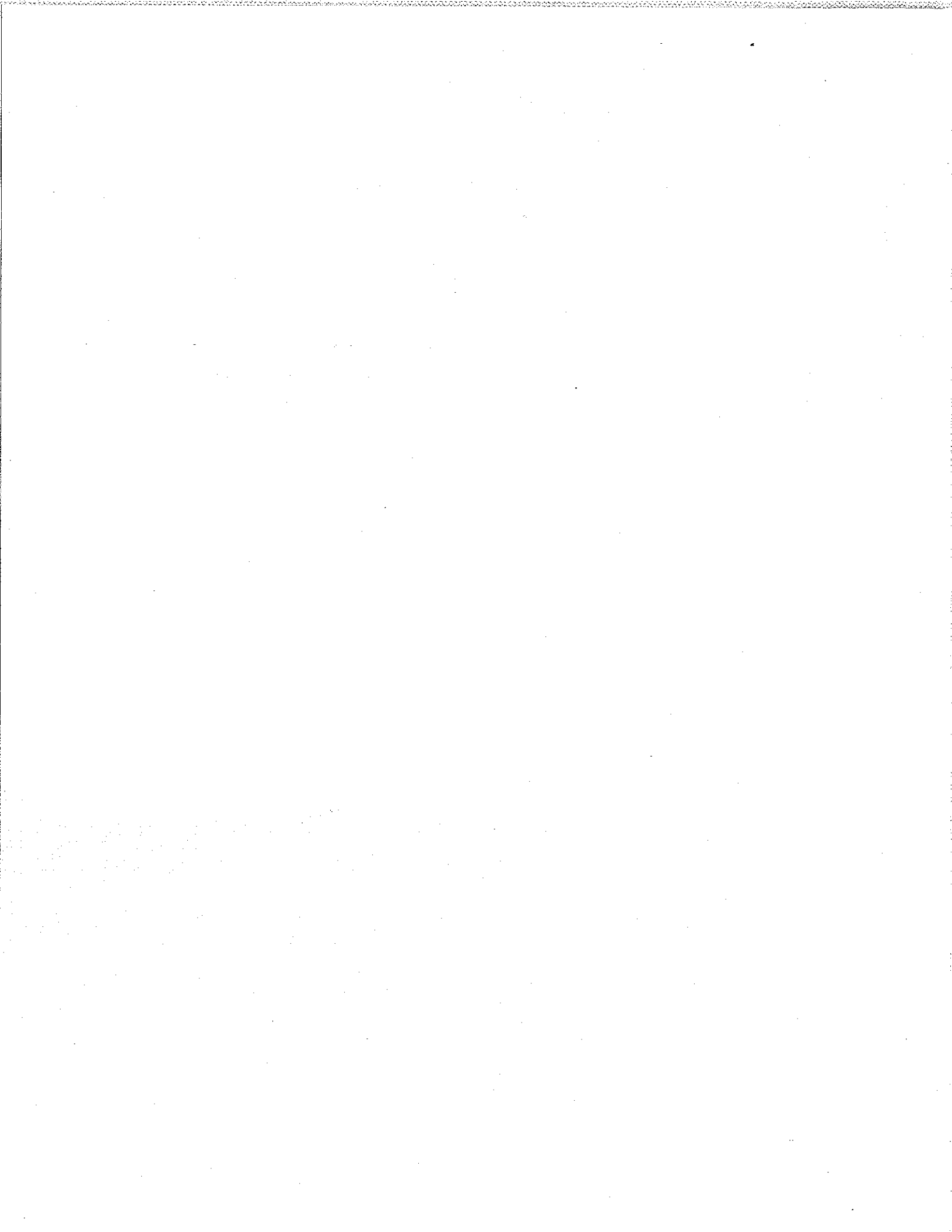
- Pamela Magee – Principal/Chief Academic Officer
 - Blaine Gorelik – Tech Ed Teacher

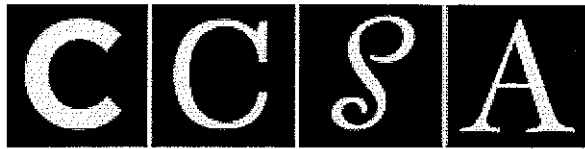
- Pending Positions

- Assistant Principal of Academic Planning and Guidance Services
 - Art Teacher
 - Tech Ed Teacher
 - ROP Teachers
 - Chief Operating Officer (COO) pending input
 - LVN/Special Ed Assistant
 - Lifeguards – on going

- Benefits

- Open enrollment completed in June
 - Looking at bids from AFLAC and TWIW for additional employee paid benefits (short and long term disability and other benefits)





California Charter Schools Association

RECOMMENDATIONS FOR LAUSD CHARTER OPERATED PROGRAMS UNIT: GOVERNANCE STRUCTURE

In order to effectively carry out the mission of the Charter Operated Programs Unit ("the Unit" or "Option 3"), which is to enable charter schools to provide a broader range of special education services to an increased number of students with special needs, all participating schools must have access to the full continuum of special education services and programs options. A large number of charter schools interested in participating in Option 3 currently lack the infrastructure to support a comprehensive in-house special education department, and to independently provide a full range of services and programs.

For these reasons, it is essential that the Unit provide support to these schools by assisting with special education administration, providing select services, and facilitating access to programs for students with moderate to severe needs.

A. Process for Determining Which Services and Supports Should be Provided

The workgroup has recommended that a governing council be in operation for the Unit, consisting of the Chief Executive Officers or equivalent management staff of each participating charter school. The council would be responsible for developing policies for special education programs and services for the Unit. Specifically, the governing council would:

- Receive input from all participating charter schools on the services that should be offered by the Unit, as well as the procedures for facilitating service and program sharing between schools;
- Determine which services will be provided by the Unit;
- Determine the budget for these services and supports;
- Develop policies and procedures for participating schools to access services offered by the Unit;
- Develop policies and procedures for participating schools to access services and program options available at other charter schools.

While it is the intent of the workgroup to place decision-making authority with the council, the council should work closely with the Charter Operated Program Director in all policy decisions.

In addition, it has been requested that schools that intend to join Option 3 effective July 2012 be provided with an opportunity to participate in any service sharing and policy decisions that are made by the governing council during the 2011-2012 year. This participation will ensure that Option 3 policies, procedures, and supports reflect the needs of the broader LAUSD charter community, which will encourage more charter schools to join Option 3 in the future.

The Director will implement policies developed by the governing council, which may include coordinating special education services; and planning, organizing, and directing services and professional development opportunities provided by the Unit.

B. Process for Charter Schools to Share Services

There are two primary options for participating charter schools to access special education services:

1. Services to be Provided and Administered by the Unit:

As a division of the District, the Unit may have the option to hire personnel and special education and related service providers to deliver services to students enrolled in participating charter schools. There are several issues to consider in relation to this arrangement:

a) Costs:

The 10 percent charter school contribution may cover all or some of costs of providing services.

For excess costs, participating charter schools could be assessed based on average daily attendance, special education enrollment, or usage of specific services.

b) Authority and Oversight:

If the Unit were to hire service providers, it is likely that all oversight, hiring, and firing decisions would rest with the governing council or Director of the Unit. However, because these service providers would be employees of LAUSD, the Unit will be subject to District hiring procedures and collective bargaining agreements.

Another option is for the Unit to contract for services with outside service providers. However, this arrangement may result in increased costs and will still be subject to District protocol for contracting.

c) Collective Bargaining:

If hired as employees of the Unit, service providers would remain employees of LAUSD and would be protected by any relevant LAUSD collective bargaining agreements. Both the Unit and the schools would be limited in their ability to evaluate or terminate service providers. In addition, the Unit may lack flexibility in determining salaries and assignments.

d) Policies and Procedures:

As a division of LAUSD, the Unit is likely to be held to District policies and procedures for delivering special education. These limitations may extend not only to personnel decisions, but also to program and budget considerations. However, it may be possible to negotiate alternate arrangements with the District.

e) Liability:

Under the reorganized structure, the District remains the LEA and continues to hold legal responsibility for providing FAPE to all students in the district, including those attending charter schools operating under Option 3. However, the Memorandum of Understanding (MOU) between charters and the District will shift this responsibility to each charter school,

requiring each charter to deliver appropriate services and indemnify the District in the case of any special education disputes. Issues of liability between the charters and the Unit (a division of the District) are likely to be defined in the MOU. However, special provisions may need to be included to clearly define the roles and responsibilities of both the Unit and the charter in cases where a charter school student is receiving services provided by the Unit.

f) Enrollment and Placement:

The unique charter school enrollment process should not limit a charter's ability to access itinerant services provided and administered by the COP, as students will remain fully enrolled in the charter school while receiving services.

It is also possible for the Unit to offer specialized programs, such as special day classes, which would be accessible to students in charter schools. Because any such programs would be funded and overseen by the Unit – a division of the District – these programs would not be subject to the lottery process. This flexibility is an important distinction and a great benefit of this arrangement over the alternative. However, as noted above, district policies, procedures, and collective bargaining agreements may apply and would limit the flexibility of these programs.

2. Services to be Provided and Administered by Charter Schools on a Contract Basis:

In addition to, or in lieu of providing services, the Unit may contract with participating charter schools to deliver services to students enrolled in other participating charter schools. There are two ways that this type of arrangement may operate: the Unit may contract directly with charter schools for the provision of services to students in the participating schools, or the Unit may facilitate service agreements between schools.

There are several issues that must be carefully considered under this arrangement:

a) Costs:

The Unit may contract with participating charter schools to provide services and placement options for students at other participating charter schools, using the 10 percent charter school contribution to cover all or some of these costs.

Alternatively, participating charter schools may contract for services with other participating charter schools on a fee-for-service basis, as needed. In this case, agreements would be facilitated by the Unit Director, but the Unit would not be a party to the agreement. Funds would flow between schools, and not through the Unit.

b) Authority and Oversight:

If a charter school is contracted to act as a service provider, the charter school would be responsible for securing qualified providers and appropriate facilities. The charter school would then act as the employer of record and retain all oversight, hiring, and firing authority for these employees.



California Charter Schools Association

Service providers and personnel under this arrangement would be subject to the collective bargaining agreements, if any, of the charter school of which they are an employee.

c) Policies and Procedures:

Service providers and personnel under this arrangement would be subject to the policies and procedures of the charter school for which they work.

However, agreements between the Unit and the charter school or between the charter school of service and the charter school of attendance may specify differently.

d) Liability:

When sharing responsibility for serving a delivery, careful consideration must be given to issues of liability. Agreements between the Unit and participating charter schools should be carefully crafted to ensure appropriate protections. At a minimum, these agreements must clearly identify the entity responsible for providing FAPE and delineate each party's role in both providing services and resolving any disputes that may arise.

e) Enrollment and Placement Process

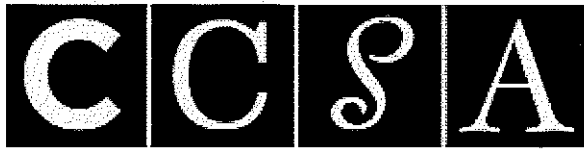
A charter school in which a student is enrolled may contract with another school or entity for consultation, resource support, or itinerant services. The lottery process should not limit a charter's ability to access these services, as students will remain fully enrolled in their original charter school while receiving services.

However, this arrangement will present challenges when serving students who require a higher level of placement than what is available at the charter school in which they are enrolled. To allow a charter school to access programs available at other charter schools, special procedures will need to be developed. It is possible that the lottery process identified in each school's charter petition may need to be amended, or that a student would need to remain formally enrolled in the original school while temporarily receiving services at the charter school of attendance. Careful research and consideration must be given in the development of these procedures and implementing agreements.

For the reasons discussed above, both arrangements present both benefits and limitations. While it may be beneficial for the Unit to provide some services and supports, it may be benefit to contract with individual charter schools for services and programs that call upon charter expertise and flexibility.

For example, the Unit may wish to hire personnel or purchase equipment to provide the following types of services and supports for participating charter schools:

- Professional development
- Transportation
- Designated Instructional Services, including:
 - Occupational therapy
 - Psychical therapy
 - Speech therapy
 - Interpretation



California Charter Schools Association

- Orientation/mobility
- Vision therapy
- Technology and equipment for students with low-incidence disabilities

For areas where charter schools may have particular expertise or innovative approaches that differ from District norms, the Unit may wish to contract with individual charter schools or facilitate service agreements between schools. These services and specialized programs may include:

- Behavior specialist services
- Special day classes
- Consultation on supporting students specific needs in the least restrictive environment
- Low incidence support services
- Counseling

C. Priority Areas for Expenditure of the 10 Percent Charter Contribution

The workgroup participated in a short survey designed to identify services that currently exist in charters joining Option 3, as well as the interest in additional or centralized services to be offered by the Unit. Based on aggregate survey responses, the following services and supports were identified and ranked by the group as priorities for expenditure of the 10 percent contribution (listed in order of priority):

1. Behavior intervention
2. Assistive technology
3. Professional development
4. Transportation
5. School Nursing
6. School psychology
7. Special Ed Assessments/Materials
8. Occupational therapy
9. Physical Therapy
10. Special Day Classes
11. Due process support

However, during the workgroup discussion, it was evident that the above list did not capture an accurate picture of true charter needs. Priorities varied widely according to school size, special education population, and grade levels served. As a result, the group agreed that a more detailed analysis must be conducted to identify the scope, capacity, and geographic location of existing services and programs. Only after this in-depth information is gathered can the Unit make informed decisions about how to prioritize expenditure of the 10 percent contribution.

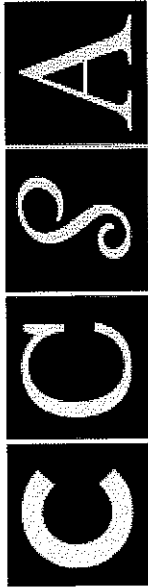


D. Next Steps in Establishing a Service Delivery and Coordination System for Option 3

While the recommendations brought forth by the workgroup present an analysis of some the issues related to service sharing in charter schools, there is much work to be done by the Charter Operated Programs Unit in developing clear policies and procedures for delivery and coordination of services.

Once schools have been accepted into Option 3 for the 2011-2012 school year, next steps toward the development of these policies and procedures should include:

1. Completing a thorough analysis of existing special education services and programs in participating schools, focusing on:
 - a. Types services and program available;
 - b. Geographic location of existing services and programs;
 - c. Capacity to serve additional students; and
 - d. Logistics of serving additional students, such as cost, facilities and transportation.
2. Completing a thorough analysis of the Unit's ability to offer special education services and programs, which may include:
 - a. Negotiating with LAUSD to determine what district standards and procedures may apply to services provided by the Unit;
 - b. Negotiating with LAUSD on the Unit's ability to access existing district services and supports, such as transportation and due process support;
 - c. Legal analysis of potential limitations, such as the lottery process; and
 - d. Evaluating logistical issues, such as facilities, personnel, and costs.
3. Evaluating the contribution amount and budget.
4. Based on the budget, school needs, and Unit capacity, identifying which services will be offered by the Unit.
5. Developing clear policies and procedures for accessing services offered by the Unit.
6. Developing clear policies and procedures for facilitating agreements between schools, which may include drafting sample service agreements.



California Charter Schools Association

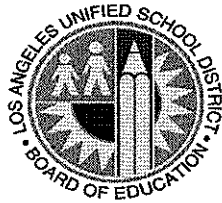
APPENDIX A:

Process for Charter Schools to Share Services: Comparison of the Options

	Services Provided by the COP Unit:	Services Provided by Charter Schools
Description	<ul style="list-style-type: none"> • COP Unit (Director) hires personnel to provide services to participating charters as needed 	<ul style="list-style-type: none"> • COP contracts with charter schools to provide services to other charter schools, as needed; OR • Charter schools contract with each other for services, as need; COP facilitates
Costs	<ul style="list-style-type: none"> • Unit may designate 10% contribution to cover all or some costs • Excess costs may be covered by assessment, based on total enrollment, special education count, or usage 	<ul style="list-style-type: none"> • Unit may designate 10% contribution to cover all or some costs; OR • Charters may pay on a fee for service basis
Authority/Oversight	<ul style="list-style-type: none"> • Oversight, hiring, and firing decisions would rest with the governing council or Director of the Unit 	<ul style="list-style-type: none"> • Charter school providing services would act as employer of record and retain all oversight, hiring, and firing authority
Collective Bargaining	<ul style="list-style-type: none"> • Service providers would be employees of LAUSD and be protected by relevant LAUSD collective bargaining agreements 	<ul style="list-style-type: none"> • Service providers would be employees of the charter and collective bargaining agreements of the charter (if any) apply
Policies/Procedures	<ul style="list-style-type: none"> • As a division of LAUSD, the Unit is likely to be held to District policies and procedures • This may be a point of negotiation with the District 	<ul style="list-style-type: none"> • Policies and procedures of the charter school would apply • Additional standards may be specified in the service agreement
Liability	<ul style="list-style-type: none"> • Agreements between the Unit and charters must carefully define roles, responsibilities, and liability 	<ul style="list-style-type: none"> • Agreements between the Unit and contracted charter and between charters contracting with each other must carefully define roles, responsibilities, and liability
Enrollment/Placement	<ul style="list-style-type: none"> • Services: Charter enrollment process should not limit a charter's ability to access COP services • Programs: Charter enrollment process should not limit a charter's ability to access programs provided and administered by the COP 	<ul style="list-style-type: none"> • Services: Charter enrollment process should not limit a charter's ability to contract with another school for consultation or services • Programs: Charter lottery process prevents a charter that is at capacity from accepting a student from another charter via an IEP placement

MEMBERS OF THE BOARD

**MONICA GARCIA, PRESIDENT
BENNETT KAYSER
TAMAR GALATZAN
MARGUERITE POINDEXTER LAMOTTE
NURY MARTINEZ
RICHARD A. VLADOVIC
STEVEN ZIMMER**



LOS ANGELES UNIFIED SCHOOL DISTRICT

**Administrative Office
333 South Beaudry Avenue, 24th Floor
Los Angeles, California 90017
Telephone: (213) 241-7000
Fax: (213) 241-8442**

**JOHN E. DEASY, Ph.D.
SUPERINTENDENT OF SCHOOLS**

July 6, 2011

Dear Mary Bush:

I am pleased to inform you that your school has been accepted into the Charter Operated Programs Unit beginning July 1, 2011. The selection committee was impressed by your charter school's special education program and commitment to providing quality educational services to students with disabilities, and I am confident that you will be a valuable member of the Charter Operated Programs Unit.

The Charter Operated Programs Unit was established with the mission of facilitating a community of charter schools working together to share expertise and expand the scope of innovative, high quality educational services available to students with disabilities. The Los Angeles Unified School District is thrilled to begin the 2011-2012 school year with this innovative and promising new special education arrangement for charter schools, and looks forward to working with Palisades Charter High School in this new capacity.

To celebrate the inauguration of the Charter Operated Programs Unit, the Division of Special Education invites you to attend an orientation meeting on Wednesday, July 13th from 9:00 a.m. to 11:00 a.m. in conference room 2-204. This orientation will provide an opportunity to meet leaders of other participating charter schools. (See attached list of schools.) Over the course of the next few months, many changes will occur as the District implements the new Charter Operated Programs Unit. We understand that you may have many questions regarding these changes. We welcome you to contact Jody Molodow at jody.molodow@lausd.net with your questions or concerns which we will try to address at this meeting.

We look forward to working with you in this new capacity.

Sincerely,

Dr. John Deasy
Superintendent

Ms. Sharyn Howell
Executive Director
Division of Special Education

Attachment

Schools Participating in the Charter Operated Programs Unit (2011-2012)

Animo Pat Brown Charter High School

Susana Campo scampo@greendot.org
Josh Hartford josh.hartford@animo.org

Bert Corona Charter School

Ruben Duenas rduenas@coronacharter.org

Birmingham Community Charter High School

Patricia Dwyer p.dwyer@birminghamcharter.com

Celerity Cardinal Charter School

Celesta Deter cdeter@celerityschoools.org

Celerity Dyad Charter School

Celesta Deter cdeter@celerityschoools.org

Celerity Nascent Charter School

Celesta Deter cdeter@celerityschoools.org

Celerity Octavia Charter School

Celesta Deter cdeter@celerityschoools.org

Celerity Troika Charter School

Celesta Deter cdeter@celerityschoools.org

Celerity Palmati Charter School

Celesta Deter cdeter@celerityschoools.org

Fenton Avenue Charter School

David Riddick driddick@fentoncharter.net

Fenton Primary Center

Richard Parra rparra@fentoncharter.net

Granada Hills Charter High School

Brian Bauer bbauer@ghchs.com

Ivy Academia

Renee Harvey HarveyR@ivyacademia.com

Ivy Bound Charter School

Kiumars Arazani Ivybnd@aol.com

KIPP Comeniza Community Prep

Margarita Flores mflorez@kipp.org
Kim Dammann kdammann@kippla.org

Multicultural Learning Center

Toby Bornstein toby@mlccharter.org

Palisades Charter High School

Mary Bush mbush@palihigh.org

California Academy for Liberal Studies Charter Middle School (PUC Schools)

Kaye Ragland k.ragland@pucschools.org

California Academy for Liberal Studies Early College High School (PUC Schools)

Kaye Ragland k.ragland@pucschools.org

Lakeview Charter Academy (PUC Schools)

Kaye Ragland k.ragland@pucschools.org

Milagro Charter School (PUC Schools)

Kaye Ragland k.ragland@pucschools.org

Community Charter Early College High School (PUC Schools)

Kaye Ragland k.ragland@pucschools.org

Triumph Charter Academy (PUC Schools)

Kaye Ragland k.ragland@pucschools.org

Santa Rosa Charter Academy (PUC Schools)

Kaye Ragland k.ragland@pucschools.org

Nueva Esperanza Charter Academy (PUC Schools)

Kaye Ragland k.ragland@pucschools.org

Triumph Charter High School (PUC Schools)

Kaye Ragland k.ragland@pucschools.org

Lakeview Charter High School (PUC Schools)

Kaye Ragland k.ragland@pucschools.org

Community Charter Middle School (PUC Schools)

Kaye Ragland k.ragland@pucschools.org

Excel Charter Academy (PUC Schools)

Kaye Ragland k.ragland@pucschools.org

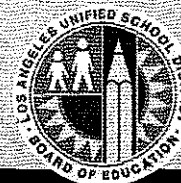
Santa Monica Blvd. Community Charter School

Shakeh Avakian shakepsy@aol.com

Vista Charter Middle School

Vahe Markarian vmarkarian@vistacharterschool.org

LAUSD and the American Recovery and Reinvestment Act (ARRA) jointly announce:



LAUSD CHARTER SPECIAL EDUCATION SUMMIT

Charters Taking the Lead on Special Education: Practical Ideas, Actively Taught

Conference registration is **FREE** for all qualifying LAUSD Charter Schools (LAUSD Charter SELPA Members)

STIPENDS are available for all para-professionals and certified staff attending.

Who Should Attend?

School teams of special educators, general educators, administrators, paraprofessionals, and parents will learn and share best practices in research-based intervention models, instructional practices and assisted technology.

Summit Schedule

FRIDAY, AUGUST 5, 2011

- 7:30am Registration
- 9:00am-3:30pm Conference
- 4:00pm Reception & Gallery Walk

SATURDAY, AUGUST 6, 2011

- 7:30am Registration
- 9:00am-3:45pm Conference



Summit Strands

- Leadership and Parents (Parent Strand Saturday)
- Behavior and RtI
- Instructional Strategies
 - Literacy, Math, Special Ed Service Delivery, & Co-Teaching
- Technology
- Autism

Call for Proposals!

As part of the two-day summit, we would like to invite charter schools to showcase programs for students with special needs that they feel are particularly successful or promising.

An "A-List" of featured guest speakers, including ...



Jeffrey Sprague, Ph.D.

University of Oregon
Institute on Violence and Destructive Behavior

Response to Intervention:
Using Universal Screening and Positive Behavior Interventions and Supports in Schools

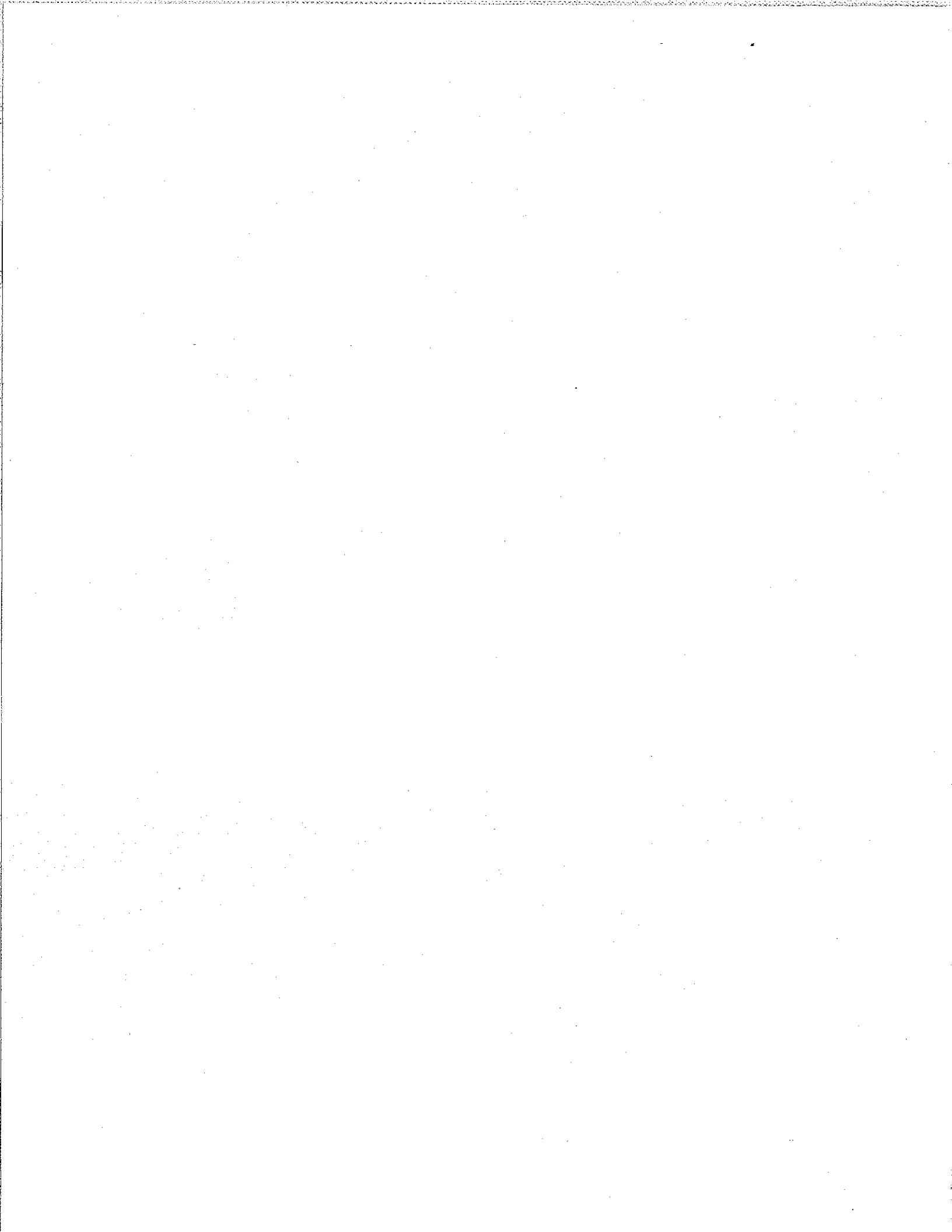


Joanne Allain
31 Literacy Group

Author of *Logistics of Literacy Intervention: A Planning Guide for Middle and High School* and *Logistics of Literacy Intervention: An RtI Planning Guide for Elementary Schools*.

... and many other excellent presenters as well as a showcase of **YOUR** best practices and programs.

To Register and/or Submit a Proposal Visit:
<http://tinyurl.com/lausdsummit>



**PCHS Employment Statistics
2010-2011**

Hires

Certificated

Teachers	6
Counselor	1
Admin(interim)	1

Classified

Special Ed Asst	3
Lifeguards	14 (not benefited, equivalent to 7 FTE)

Total 25

Total (less lifeguards) 11

Resignations/Terminations

Certificated

Teachers	2
Admin	3

Classified 5

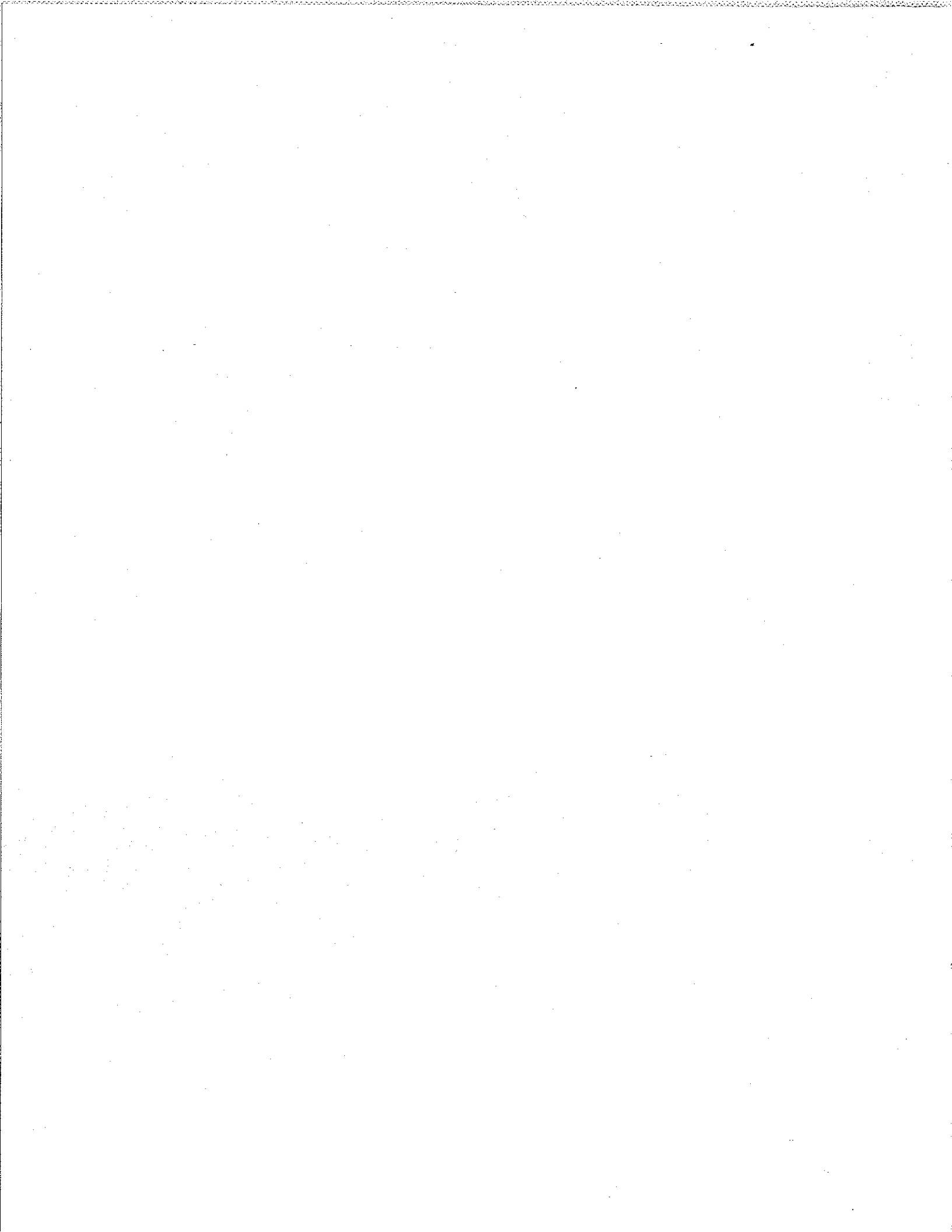
Retirements

Certificated 5

Classified 1

Total 16

Net Change -5



**Palisades Charter High School
Administrative Salary Schedule
Effective 7/1/2011**

241 paid days, 229 work days
8 hours/day
Exempt from overtime



	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Certificated									
Assistant Principal	\$92,587	\$98,630	\$104,644	\$110,658	\$116,672	\$119,672	\$122,672	\$125,672	\$128,700

Step Increases occur yearly upon positive evaluation from PCAO

Longevity Increases: 1st increment \$1500 after
years at highest step (9) and 2nd increment \$2800 after an
additional 5 years

Doctoral Stipend of \$1500 available

Palisades Charter High School

Administrative Salary Schedule

Board Policy #

The PCHS Board of Trustees ("Board") has established and maintains a salary schedule entitled, "PCHS Administrative Salary Schedule" ("Schedule"). This Schedule is to be utilized for Administrative Leadership positions at PCHS (certificated management).

Final decisions as to placement on the Schedule remain within the discretion of the Principal and Chief Academic Officer ("PCAO").

Initial placement on this Schedule for new employees will take into consideration current salary, relevant years of experience at PCHS and/or in leadership positions in public schools, and a comparative assessment of current employee placements on the Schedule.

Any future movement on the salary schedule is contingent upon a minimum rating on the annual performance evaluation of "overall satisfactory." Employees receiving an "overall unsatisfactory" rating will not be eligible for advancement.

Adopted:

Amended:



A California Distinguished School

**COMMUNICATIONS COMMITTEE
BY-LAWS
Revised June 9, 2011**

SECTION 1 – PURPOSE

The purpose of the Palisades Charter High School Communications Committee (the Committee) is to define and promote effective communication to all stakeholders. The Committee will provide guidelines and feedback for constructive Pali communications.

SECTION 2 – FUNCTION

The function of the Committee is to advise the Board of Trustees on effective internal and external communication strategies within the school, to the press, and to the community.

SECTION 3 - CONSTRUCTION

These bylaws shall be liberally construed to the end that the Palisades Charter High School Communications Committee fulfills its stated function.

SECTION 4 – COMPOSITION AND SIZE

The Committee membership shall be open to all stakeholders of Palisades Charter High School, with a majority membership of the faculty stakeholder group. Those desiring membership may make such request to the Secretary of the Committee. The Committee shall include one or more members from each stakeholder group totaling no more than fifteen. Current interested membership includes: 8 teachers; 2 students; 2 parent/community; 1 administrator; and 2 classified staff members; *Ad hoc* committee members will represent standing committees. Members shall serve a one year term with no term limits. The term begins immediately upon appointment unless otherwise specified.

SECTION 5 – CHAIRPERSON

The Chairperson shall be elected by the Committee. The Chairperson shall:

- Act as parliamentarian for all Committee meetings
- Call meetings
- Oversee meetings to ensure that the function of the Committee is met
- Present Committee Reports to the Board of Trustees

SECTION 6 – SECRETARY

The Secretary of the Committee shall perform the following tasks:

- Preserve the Committee's books and records
- Prepare and distribute minutes of the Committee meetings.
- Prepare Committee Reports and,
- In the absence of the Chairperson, the Secretary shall act as parliamentarian.

SECTION 7 – MEETINGS

Meetings of the Committee shall be held on the second Thursday of every month, at the posted time and place. A notice of the meeting and an agenda shall be issued to Committee members and PCHS stakeholders in writing and/or via the internet 72 hours prior to a meeting. Any member of the Committee may request an item be included on the agenda as long as items are included within the function of the Committee. Items may be added to the agenda up to 72 hours before a meeting date. Special meetings may be called on shorter notice, only in accordance with the Brown Act.

SECTION 8 – QUORUM

A majority of the Committee, with representation by no fewer than three stakeholder groups, constitutes a quorum. The Committee may not take action without a quorum.

SECTION 9 – TELEPHONE MEETINGS

A meeting of the Committee may be held by means of a conference telephone or similar communication only if in accordance with the Brown Act.

SECTION 10 – RECOMMENDATIONS

Recommendations to the Board of Trustees may be made only by a majority vote of the members present at the meeting. Such recommendations will be presented as a Committee Report to the Board of Trustees at its regularly scheduled or special meetings. The Committee shall observe the parliamentary rules provided by the *Roberts Rules of Order* when considering recommendations to the Board of Trustees.

SECTION 11 – AMENDMENTS

Amendments to these bylaws may be made by the Committee by timely written request to the Secretary of the Committee in advance of notice of a meeting, provided that notice of any proposed amendment or amendments, including text and statement of reasons therefore, are included in the notice of the Committee meeting. All amendments must be consistent with the Charter.

SECTION 12 – CONFLICTS OF INTEREST

Members of the Committee shall comply with the PCHS Conflicts Code.

SECTION 13 – SUBCOMMITTEES

The Committee is authorized to form *ad hoc* subcommittees to bring recommendations before the full Committee.

SECTION 14 – ATTENDANCE

A member is required to abstain from voting if s/he has missed the previous two meetings or the discussion related to the topic subject to vote. The members of the Committee may revoke a person's membership if that individual misses three consecutive meetings.

SECTION 15 – EFFECTIVE DATES

These bylaws and any amendments shall become effective upon adoption by the Committee unless another effective date is expressly determined by the Committee.

SECTION 16 – PARTICIPATION

The Communications Committee encourages broad participation throughout the school community and all are welcome to attend and participate in Committee discussions. Only members may vote. Alternates from each stakeholder group may vote in the absence of that stakeholder group's voting member.

**Employment Agreement Between
PALISADES CHARTER HIGH SCHOOL and EMPLOYEE NAME**

THIS AGREEMENT ("Agreement") is made and entered into as of the date fully executed by and between the Board of Trustees ("Board") of Palisades Charter High School ("PCHS"), a California Non-Profit Public Benefit Corporation and EMPLOYEE NAME (hereinafter referred to as the "JOB TITLE").

RECITALS

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the JOB TITLE to assist the Principal and Chief Administrative Officer and to carry out the duties and functions of the position as directed by the Principal and Chief Administrative Officer and/or the Board; and

WHEREAS, PCHS desires to retain the services of the JOB TITLE by way of this Agreement and the JOB TITLE is qualified to perform such duties; and

WHEREAS, the JOB TITLE and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto do agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the JOB TITLE from July 1, 2011(the "Effective Date") to June 30, 2014, according to the terms and conditions set forth prescribed by the Charter, or as specified herein.
2. **COMPENSATION**
 - a. For the 2011-2012 school year, the JOB TITLE shall receive an annual salary of \$XXX, 000, to be paid in twelve (12) equal monthly payments, subject to all regular withholdings. JOB TITLE will be eligible to move up the salary schedule on an annual basis subject to a satisfactory performance review. JOB TITLE will also be eligible for all applicable cost of living adjustments (COLA) that other employees receive.
 - b. For the 2011-2012, 2012-2013 and 2013-2014 school years, the JOB TITLE with his/her supervisor, set mutually agreed upon performance goals. JOB will be eligible for cost of living increases and additional compensation, contingent upon budget requirements and meeting mutually agreed upon

- performance goals.
- c. The JOB TITLE is exempt from overtime law.
3. **BENEFITS.** At PCHS' expense, the JOB TITLE shall be afforded such health and welfare benefits of employment as listed in the attached Benefit Description (Attachment A).
4. **DUTIES.** The JOB TITLE shall perform the duties of JOB TITLE as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the JOB TITLE may be altered from time to time by the Board.
5. **WORK YEAR.** The JOB TITLE shall be required to work throughout the calendar year in accordance with the School Calendar. The work year will be two hundred forty-one (241) paid days, two hundred twenty nine (229) work days.
6. **EVALUATION.** JOB TITLE should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations should be conducted annually, during March and April. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the JOB TITLE and she shall have the right to make an oral or written response to the evaluation.
Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.
7. **EXPENSE REIMBURSEMENT.** PCHS shall reimburse the JOB TITLE for all documented actual and necessary expenses personally incurred by her within the scope of his employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.
8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated as a result of any of the following events:
- a. mutual written agreement of the parties;
 - b. retirement, legal incapacity or death of the JOB TITLE;
 - c. Charter revocation;
 - d. early termination by PCHS without cause in which event a gross taxable sum equivalent to four (4) weeks of salary (subject to all regular withholding) and benefits shall be paid to the JOB TITLE as severance;
 - e. discharge for cause.

The bases for discharge for cause may include but are not limited to: conduct such neglect of duty, incompetence, breach of contract, dishonesty, disclosure of

information, unprofessional conduct, insubordination, violation of law or conviction any felony or other criminal offense, or any failure of good conduct tending to affect PCHS.

Prior to discharge for cause, the JOB TITLE shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The JOB TITLE shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the JOB TITLE chooses to be accompanied by legal counsel at such meeting, the JOB TITLE shall bear any cost therein involved. The JOB TITLE shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the JOB TITLE on paid administrative leave.

Upon termination for cause, the JOB TITLE shall receive her proportionate compensation to the effective date of termination, along with her rights to other benefits as governed by any respective plans, programs or policies such as health benefits, etc.

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

NON-RENEWAL OF CONTRACT. Notwithstanding any other provision of this Contract or other policies and regulations of the Board, the Board may elect, without cause, not to renew this Contract and/or not to re-employ the JOB TITLE upon expiration of this Contract. In such an event, the Board shall provide the JOB TITLE with forty-five (45) days written notice in advance of the expiration of his/her term of employment. If such written notice is not provided, the JOB TITLE is deemed reemployed for an additional one-year term under the same terms and conditions set forth in this Contract.

9. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. **WAIVER.** Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
11. **JURISDICTION.** The parties hereby understand and agree that this Agreement, attachments hereto, have been negotiated and executed in the State of California

be governed by, and constructed under, the laws of the State of California.

12. **AMENDMENTS.** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
13. **ARBITRATION OF DISPUTES.** The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.
14. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
15. **SEVERABILITY.** If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
16. **COUNTERPART EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
17. **SIGNATURES.** We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:

Chair, Board of Trustees, PCHS

Date

Employee name

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The JOB TITLE is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The JOB TITLE is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision, life. In addition, JOB TITLE has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The JOB TITLE is entitled to leave of absences in accordance with Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The JOB TITLE is entitled to Paid Holidays of 12 days annually during the Term in keeping with the adopted annual school calendar. Unused Holidays must be used on the day assigned, will not roll over, and will not be paid out at contract termination.
5. The JOB TITLE is entitled to Paid Sick days of 12 days annually during the Term. Unused Paid Sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.